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Collective Bargaining Agreements

8-30-1943

King, Dobbs and Company and Retail Clerks International Protective Association, Local 625, AFL, Chattanooga Central Labor Union (1943)

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**King, Dobbs and Company and Retail Clerks International Protective Association,
Local 625, AFL, Chattanooga Central Labor Union (1943)**

Location

Chattanooga, TN

Effective Date

8-30-1943

Expiration Date

8-29-1944

Employer

King, Dobbs and Company

Union

Retail Clerks International Protective Association

Union Local

625

NAICS

44

Sector

Private

Item ID

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Comments

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830-43
Co. reg. 11-28-44
(AFL) Retail Clerks #625
Chattanooga, Tenn.
8-29-44
OCT 4-1943
THIS AGREEMENT, made and entered into this the 30th day of August, 1943, by and between KING, DOBBS AND COMPANY, for its Chattanooga operations and THE RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, THROUGH ITS AGENT LOCAL NO. 625 of Chattanooga, Tennessee, affiliated with the Chattanooga Central Labor Union and the American Federation of Labor, hereafter called the Union. R14-44-13

For the purpose of preventing and adjusting misunderstandings by establishing rules governing minimum wage rates and other conditions of employment. To that end and purpose the undersigned Employer and the Union hereby agree to the following:

WITNESSETH:

CONFIDENTIAL

#1
Only members of the Union named herein are to be employed in the various departments of the above named Company, except it is understood that employees in said departments, who are not now members of the Union, shall be admitted to membership on the same terms and conditions as employees who are now members in the said Union. It is further agreed that in event that new employees shall be employed, that they shall not be considered as regular employees for a period of thirty (30) days after the beginning of their work. In event that they are retained after that period, it is agreed that they shall become members of the Union. The Employer agrees to require each new employee to obtain a permit from the Union before he begins work, this of the purpose of putting the Union officials on notice that a new employee has been employed on a thirty (30) day trial basis.

#2
The basis of the work week shall be forty (40) hours. Any hours worked in excess of forty (40) hours shall be paid for at the rate of time and one-half. The Employer agrees to guarantee forty (40) hours per week for each employee who wishes to avail himself of such number of hours, subject, however, to lay-offs because of lack of work.

#3
The following shall be the minimum scale of wages:

Group A-1 Employees.....	60¢ per hour
Group A-2 Employees.....	56¢ per hour
Group B-1 Employees	50¢ per hour
Group B-2 Employees.....	45¢ per hour

CONFIDENTIAL

As to promotions under the above schedule, the following is understood and agreed:

- (1). Car Unloaders and ordinary labor to be started as B-2 employees and after six weeks will automatically be promoted to a rate of 47¢ per hour, and six months from that date will automatically be promoted to 50¢ per hour, with the provision that the time worked must be continuous.
- (2). Learners and beginners with potential qualifications to become Order Clerks or some higher classification will be started in B-2, and after forty-five (45) days, if work is satisfactory, will be promoted to B-1 classifications; after a lapse of six (6) months of continuous work, such employees will be eligible to be classified as A-2 employees, subject to agreement between a representative of the Union and a representative of the Company to the effect that such person is qualified and capable of handling the work and responsibilities of Classification A-2.
- (3). The A-1 Classification includes Shipping, Billing and receiving Clerks and Foremen.
- (4) All temporary, casual, unskilled labor not customarily used in warehousing activities of said Employer shall not be subject to the contract.
- (5) Any employee occupying Classification A-2 at the present time will remain in such classification under this contract, if it is agreed by a representative of the Union and said Company that such person is capable and qualified to handle the work and responsibilities of positions within the classification.
- (6) The Employer may shift employees from one type of work to any other type, which shall not affect classification unless 51% of his time is worked on a higher wage classification. All employees shall receive the higher wage scale when worked over 51% of his time in a classification of a higher wage scale, except that employees in Group B-1 may be assigned to the same kind of work as Group A-2 without affecting their classification or pay. No employee shall suffer a reduction because of this clause.

CONFIDENTIAL

#4
It is agreed that in all cases of promotion, decrease or increase in working force, that the following factors shall be carefully considered:

- (a) Length of continuous service.

(b) Knowledge, training, skill, ability and efficiency.

(c) Physical fitness.

and that where (b) and (c) are relatively equal that factor (a) shall govern.

#5

All employees covered by this agreement who have been in the employ of the Company for one (1) calendar year prior to September 1st of any year shall receive one (1) weeks vacation during each year with full pay, notification to be given each employee ten (10) days prior to the beginning of said employee's vacation, the time for which shall be fixed by the Employer in order not to interfere with the orderly working of the Company's business.

#6

The Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Memorial Day shall be holidays. All work performed on holidays shall be paid for at the rate of time and one-half. If any employee does not work on any holiday, he shall be paid for nine hours at his base rate. On weeks in which the holiday occurs the first thirty-one (31) hours therein actually worked shall be at the base rate and all over at time and one-half.

#7

Employees during the life of this agreement may be dismissed for such causes as dishonorable and unbecoming conduct, inefficiency or violation of the Company's rules. Such rules shall be posted in a conspicuous place at least forty-eight (48) hours before becoming effective.

#8

The business representative of the Union shall be permitted to enter the premises on business at any time during business hours; such representative shall make his presence known to the Superintendent or other officials of the Company.

#9

It is expressly understood that there shall be no strikes or lock-outs of any kind ordered or permitted against the members of parties of this agreement, until arbitration of a dispute has been requested, and where arbitration is pending as provided hereinbelow.

Either party to this agreement may request that any matter in dispute which may arise relative to violation of this agreement, shall be submitted to a Board of Arbitration, which request shall be in writing, addressed to the other Party by the Party requesting arbitration, in which the matter in controversy shall be stated.

There shall be established within seventy-two (72) hours after said notice has been given by one Party to the other Party, a Board of Arbitration, said Board to consist of two persons selected by the Employer and two persons selected by the Union; and the Board shall immediately attempt to settle the dispute in question. Should said Board fail after three consecutive daily meetings, the said Board shall select within Five days an Umpire and each shall make its argument before the said Umpire and his decision shall be final and binding on all parties. The expense in connection with said Umpire shall be borne equally by each party to the dispute, said decision to be rendered within a Ten day period.

#10

This agreement shall become effective as of this date and remain in full force and effect until August 30, 1944, providing that should either party desire changes at the expiration, notice shall be given to the other party in writing at least thirty (30) days prior to the date of expiration; in lieu of which this agreement shall remain in full force for another year, at the end of which the same procedure shall be followed as outlined herein.

#11

This agreement provides for certain increases in the rates of pay applicable to the various classifications as compared to contract executed September 4, 1942, which was to expire on Oct. 24, 1943. Inasmuch as at the present time all wage adjustments require the approval of the National War Labor Board, it is understood and agreed that the rates set forth herein are subject to the approval of the National War Labor Board. If approval is obtained, these rates will be paid retroactively from this date. In the event approval is not granted, then the rates set forth in the said prior agreement will necessarily govern.

This agreement signed in quadruplicate on the day and date first above written.

RETAIL CLERKS LOCAL NO. 625

KING, DOBBS & COMPANY

By D. B. Thornburg /s/
President

By /s/ C. F. Randall
Treasurer

TEXTILES

Engravers and Sketchmakers,
Friendly Society of
555 Washington Ave.
Nutley, N. J.

John Allison

Industrial Trade Unions of America
57 Cumberland Street
Woonsocket, R. I.

Joseph Schmetz

Lawrence Spitz

Lace Operatives of America,
Chartered Society of the Amalgamated
12960 N. Barley St.
Philadelphia, Penna.

Frank D. Schroyer

Machine Printers Beneficial Association
28 Harwood Street
Cranston, R. I.

Eric Lundberg

Textile Foremen's Guild
136 Washington Street
Paterson, N. J.

Vincent Frapoli

Wm. P. Wuestenhagen

Textile Operatives, American
Federation of
142 Second Street
Fall River, Mass.

James Tansey
Box 893
Fall River, Mass.

William Harwood
P. O. Box 221
Fall River, Mass.

OTHER

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Chicago, Illinois

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John T. Seigle

Associated Unions of America
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161 W. Wisconsin Avenue
Milwaukee, Wis.

J. F. Gonnering, Pres. W. C. Schwelitz
Donald F. Cameron,
Director

Brewery, Flour, Cereal and Soft
Drink Workers of America,
International Union of United
2345 - 51 Vine Street
Cincinnati, Ohio

Joseph Obergfell

Federation of Labor, (Inc.), United
3013 N. Clark Street
Chicago, Illinois

Richard D. Ross

V. J. Gardner

Glove Workers Union of Fulton County
112 W. Main Street
Gloversville, New York

Elizabeth Bunn

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Rockport, Mass.

Albert M. Anderson

Shoe and Allied Craftsmen, Brotherhood of
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Brockton, Mass.

Alphonso W. Samson

Harold C. Sears

Shoeworkers Protective Association
(Inc.), Lewiston and Auburn
Lewiston, Maine

Mark H. Burke
Lewiston, Maine

Tenant Farmers Union, Southern
Perkins Building
66 S. Third Street
Memphis, Tennessee

Roy E. Raley

H. L. Mitchell

United States Federation of
Labor (Inc.)
1844 West 21st Street
Chicago, Illinois

Frank H. Rimkus Julius J. Link
Int'l Representative National Publicity
Director